

MINOR APPEARANCE RELEASE FORM

"RELEASE"

I, _____ authorize Downtown Community Television Center, Inc. ("DCTV") ("Producer") and its parent, affiliates, subsidiaries, licensees, successors and assigns to make use of my appearance in the program(s) currently entitled, " _____ " (the "Project") being produced for _____ ("Buyer").

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, I agree that Producer may (a) tape, film, photograph and/or record me; and (b) use my name, voice, likeness, conversation and sounds, the results and proceeds of my participation and performance (including the performance of any musical composition(s)) and biographical information concerning me, including, without limitation, any statements, interviews or performances by me, whether contained in existing materials or as photographed by or on behalf of Producer ("Appearance") in and in connection with the Project, and any version(s) thereof or other works. I agree that the results and proceeds of my participation in the Project shall be deemed to be a work specially commissioned for use in an audiovisual work and as such shall be deemed to be a "work-made-for-hire" for Producer, as that term is defined by United States Copyright Law, and Producer is the sole and exclusive author thereof. To the extent that any such results and proceeds are not deemed to be a work-made-for-hire, I hereby assign to Producer all right, title and interest therein.

All physical embodiments of my Appearance in connection with the Project shall be known as "Materials." Producer shall have the right to edit, dub, modify, add to and/or delete any or all of the Materials or other material contained in the Project or any version or otherwise photographed for or used in connection therewith, in whole or in part. Without limiting the foregoing, Producer shall be the exclusive owner of the Materials with the right, throughout the world, including under copyright, to use and to license others to use in any manner or media, now known or hereafter devised, all or any portion of the Materials, or other materials made available to Producer, in and in connection with the Project, and the advertising, promotion, or publicity thereof, and/or the sale, or re-creations of events in connection with Project or otherwise, an unlimited number of times, and in perpetuity. Producer is not obligated to use my Appearance, the Materials and/or produce the Project, any version thereof or other work.

I hereby waive any right of inspection or approval of the Materials or the uses to which my Appearance or the Materials may be put. I hereby also waive any so-called rights of publicity, privacy, and any other similar right. I hereby release Producer from any claims, demands and causes of action that I, or any person claiming through me, may have at any time relating to my Appearance, the Materials, the Project, versions thereof or other works. I represent that any statements made by me as part of the Materials are, to the best of my knowledge, true, and that neither my Appearance nor any such statements will violate or infringe upon the rights of any third party. I acknowledge that Producer will rely on this agreement, potentially at substantial cost to Producer, and hereby agree not to assert any claim of any nature whatsoever (including any claims for injunctive relief and/or money damages) against anyone relating to the exercise of the rights granted hereunder. I acknowledge and consent to the collection and processing of my personal data as necessary in connection with the exercise of the rights I am granting hereunder by Producer, Buyer and their respective designees, licensees, and assigns.

I agree to release, defend, indemnify and hold Producer, the Buyer and their respective affiliates, successors and assigns, and the officers, directors, employees, agents and representatives thereof harmless from any and all claims, demands, costs (including attorneys' fees) and causes of action of any kind or nature whatsoever now and in the future, including without limitation defamation, bodily harm, infliction of emotional distress and invasion of privacy, arising out of or in connection with my Appearance, and/or statements and/or actions in connection with the Project.

I agree not to issue any press releases or other public statements, including but not limited to, speaking to the press about my involvement or regarding Buyer's or Producer's involvement in the Project without Producer's and/or Buyer's, as applicable, prior written permission. I agree not to use Producer's or Buyer's name, logo, trademark or other proprietary marks in any manner without Producer's or Buyer's, as applicable, prior written approval.

I agree that all of the rights herein granted may be exercised by Producer, its designees, licensees or assigns and that Producer shall have the right to assign this agreement and/or license, assign or otherwise transfer any or all rights hereunder, in whole or in part, without restriction including, without limitation, to the Buyer which shall be an express third party beneficiary of this instrument. The rights granted hereunder are irrevocable; in no event shall I have the right to seek or obtain injunctive relief or other equitable relief to enjoin or restrain or otherwise interfere with the exercise of any rights hereunder and/or the production, distribution or other exploitation of my Appearance, the Materials, the Project, versions or other works. This agreement will be construed in accordance with the laws of the state of New York, applicable to agreements to be wholly performed therein. The New York courts (state and federal), only, will have exclusive jurisdiction of any controversies regarding or arising out of this agreement. This agreement may not be modified or amended except in a writing signed by the parties and is the sole and entire understanding of the parties with respect to its subject matter.

Signature of Minor: _____ **Print Name of Minor:** _____ **Date:** _____

CONSENT

I hereby warrant that I am the **parent and/or legal guardian** of _____, a minor, and have full authority to authorize the Release to which this Consent is attached, which I have read and approved. Furthermore, I do hereby confirm the rights granted under the Release and join in the execution of the Release on such minor's behalf. I hereby release and agree to indemnify and hold harmless DCTV ("Producer"), and its successors or assigns, from any and all claims made or liabilities which maybe asserted as a result of any insufficiency of the legal capacity of said minor or my authority to act for and on the behalf of said minor in the execution of the Release and/or my execution of this Consent.

Signature: _____ Print Name: _____
Date: _____ Phone: _____
Address: _____

PARENT/GUARDIAN #2 (IF APPLICABLE):

Signature: _____ Print Name: _____
Date: _____ Phone: _____
Address: _____

Dear [Friend],

I think the idea for the film itself is powerful, timely, and very exciting. I love that the young women in the group want to do it, and are excited about it, and see it as a way to encourage other young women like themselves. All the more reason why I was outraged to see what DCTV had sent you, and that they call themselves at DCTV “working toward social equity ...and empowering youth.” Not in this project, at least not yet.

It’s not unusual. Doc TV is grossly underfunded. These doc filmmakers are looking for a SugarDaddy platform like Netflix, Disney, or Amazon Prime to swoop in and save the day. However, the filmmakers appear (1) woefully ignorant of the costs those “SugarDaddy” platforms impose on the young women in your program and (2) indifferent to those costs and (3) not self-aware as documentary filmmakers. I find these people dangerous to the young women. Regardless of their intent.

But, they’re who you’ve got. So, here are the hard questions you can ask them:

1. First, I would ask the team about their own self-reflexivity. This is standard question asked of filmmakers -- will they include themselves in doc in some way? OK if they don't, but i need to see more self-awareness in their pitch to you all as parents and athletes and coaches. How aware are they of their own position power? Their own identities? Their own power? I see no evidence of that here, and it is ***particularly*** concerning, given where documentary conversations are today. For example, see Story Shift principles [here](#). And the Ford Foundation’s Just Films work [here](#).
2. Ages of girls/ Tender age means that they are filming people who **can't** consent properly. That means adults need to consent on girls' behalf, and work with their teenage children to make sure they know what is behind the enormous number of "[terms and conditions](#)" they are going to have to sign lickety-split with a platform like Disney, Netflix, or even these producers' production company (i.e., the shameful consent form they gave you).
3. Who gets final edit is always tied to the **money** on the table, and power. **You need to make sure you as the small parents' group have final edit on this film or doc series or no go.**
4. Another key point will be what are the uses and distribution for the end film? Are they going for education distribution route? Film festivals? Or commercial production? From what i see here, it looks like the latter. It comes down to the question of how the filmmakers expect to get paid. Yes, NETFLIX/DISNEY have the most eyeballs on their platform, and that is a big lure for the girls on the team, as well as this filmmaker team. But Netflix/Disney/HBO are also the most exploitative in terms of how they treat narrators and filmmakers, and they care nothing about ethics. IF you go with those commercial platforms, you MUST secure final edit. (And I bet Netflix/Disney/HBO etc. will back out at that point because they want to make it exploitative and they know a parent group will not allow exploitation of their children). Commercial platforms almost always demand final edit in exchange for using their platform, because they want profit, not ethics. But in this case, parents should demand final edit because of age of girls, and their lack of ability to consent/protect themselves.
5. Parents group should also explore [right to be forgotten](#) - an issue most deeply explored by EU as it relates to children/teens. There's a lot of hot air about how this can protect pedophiles and serial killers, but in this case, children and teens need to be protected from the vulnerable moments of how they act (or fail to act) under pressure.

Needless to say, I think the release DCTV sent you is absolute hogwash. It gives the film crew 100% power until the end of time (in perpetuity! No way. Max: 3 years) and I would negotiate it to a much more temporary amount of time that they have full rights. I am happy to help your team do this.

The DCTV form is an offensive and irresponsible document. I would like to actually use it in my oral history class next year as an example of how people are abused by corporate television and media. I was shocked when I read it, especially given the age of the subjects. It literally "subjugates" these teens in **perpetuity**, long after they have reached the age of majority.

Happy to talk further, but this should get you and your people started.

SNCC Legacy Project (SLP)-Duke University Digital Gateway

Informed consent and copyright permission
for oral history interviews, images, and personal documents

Participant's name: _____

Mailing address: _____

Phone and/or email: _____
(please print)

I voluntarily agree to be interviewed for this historical study of the experiences of civil rights veterans in the American South. I understand that the following items may be created from my interview:

- an audio and/or video recording
- an edited transcript and summary
- a photograph of me
- copies of any personal documents or additional photos that I wish to share

I understand that my interview (and other items above) may be distributed to the public by the SNCC Legacy Project and by Duke University for educational purposes, including formats such as print, public programming, and the Internet.

I understand that a copy of these materials will be archived in the John Hope Franklin Research Center for African and African American Studies at Duke University and that it will be made available to the public for research and educational purposes according to the standard policies of the Center.

Also, I agree to freely share my interview (and other items above) under the terms of a Creative Commons Attribution-NonCommercial-ShareAlike 3.0 Unported License. This means that I retain the copyright, but that the public may freely copy, modify, and share these items for noncommercial purposes under the same terms, if they include the original source information.

In return, the SLP-Duke Initiative promises to send one free copy of the interview recording, transcript, and related items to my address above.

Any exceptions to this agreement [such as a request for anonymity] must be listed below:

Permission granted:

Participant's signature / date

Interviewer's signature / date

Questions? Wesley Hogan, Center for Documentary Studies, 919-660-3610; wesley.hogan@duke.edu
Reminder: Sign TWO copies: one stays with the participant, and the other returns to CDS-Duke.